

State of Rhode Island and Providence Plantations Contract Offer  
**RIVIP GENERATED BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFP Number:** 7457976A3  
**Bid/RFP Title:** RE-ROOFING & EXTERIOR BUILDING-ENVELOPE REPAIRS-BENJAMIN RUSH & LOUIS PASTEUR BLDGS-ADD. 3 (17 PGS)  
**Opening Date & Time:** 9/24/2012 1:45 PM  
**RIVIP Vendor ID #:** 41094  
**Vendor Name:** E.W. Burman, Inc  
**Address:** 33 Vermont Ave  
Warwick , RI 02888  
USA  
**Telephone:** (401) 738-5400  
**Fax:** (401) 737-2650  
**E-Mail:** ewburmaniii@ewburman.com  
**Contact Person:** Edward W. Burman III  
**Title:** Project Manager  
**R.I. Foreign Corp #:**

**\*\*\*REVISED NOTICE TO VENDORS\*\*\***

Effective January 1, 2012 all public works projects related bids or proposals exceeding SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars are required to include a "public copy". All agency contract solicitations, requests for proposals, invitations for bids, etc. shall state that any bid or proposal that exceeds SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal that exceeds SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. Additionally, proposals submitted for a Master Price Agreement, when the total amount potentially may exceed SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars and the solicitation expressly requires any or all vendors to submit a public copy, must include a copy to be available for public inspection. For further information, please see RI Gen Laws §37-2-18(j) and State of RI Procurement Regulations at <http://purchasing.ri.gov/rulesandregulations/rulesandregulations.aspx>. Please see Question #11 below for further instructions regarding RIDOT Highway and Bridge construction projects.

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

**SECTION 2 - REQUIREMENTS**

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS THREE-PAGE CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

**Section 2.1 - RULES FOR SUBMITTING OFFERS**

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above), date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package, must be delivered to the Division of Purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.



Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.  
Mail To: **Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.**

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. **PRICES QUOTED ARE FOB DESTINATION.**

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

2.4.1 Prevailing Wage and OSHA Safety Training Requirements. The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

2.4.2 (a) Apprenticeship. Rhode Island General Laws §37-13-3.1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the Department of Labor and Training.

2.4.2(b) In addition to executing this certification, the general contractor shall be responsible for requiring that all subcontractors on the awarded project certify their compliance with R.I. Gen. Laws §37-13-3.1 prior to allowing the subcontractor to commence work on the awarded project. The general contractor shall be responsible for submitting the subcontractors' compliance certification to the Division of Purchases after the contracts are finalized between the contractor and subcontractor.

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

### **SECTION 3 - AWARD DETERMINATION**

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

### **SECTION 4 – CONTRACT PROVISIONS**

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

Revised: 12/20/2011

RIVIP Certification Form Page 2 of 3



4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

**SECTION 5 – CERTIFICATIONS AND DISCLOSURES**  
**ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**  
**Offerors must respond to every disclosure statement.**

**A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.**

Indicate Yes (Y) or No (N):

- N 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
- N 2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?
- Y 3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 4. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 5. I/we certify that the above vendor information is correct and complete.
- Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. **NEW REVISED REQUIREMENT-IMPORTANT!!!** I/we hereby acknowledge that I/we understand that effective January 1, 2012 all public works related project bids or proposals exceeding SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars, inclusive of all proposed alternates, must include a "public copy" as required by RI Gen Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of SEVEN HUNDRED FIFTY THOUSAND (\$750,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive.

**RIDOT Highway and Bridge Public Works related projects utilizing Quest Lite program only** – Effective immediately, submission to the Division of Purchases of a duplicate original of a vendor's Quest Lite compatible electronic copy on a readable compact disk shall satisfy the statutory "public copy" requirements. Quest Lite software is defined in the Division of Purchases "State Procurement Regulations" §12.102.05 (Preparation of Proposal).

For further information, please see R.I Gen. Laws § 37-2-18(j) and specific instructions at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3-11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

**Edward W. Burman, Jr., President**

Date **September 24, 2012**

Print Name and Title of company official signing offer  
Revised: 12/20/2011

RIVIP Certification Form Page 3 of 3



Re-roofing/Bldg. Envelope Repairs  
Rush/Pasteur Buildings – 11-13  
December, 2011

PART OF ADDENDUM NO. 3  
00300-1(REVISED)

DOCUMENT 00300

BID FORM

Date: **September 24, 2012**

To: The RI Department of Administration  
Division of Purchases  
One Capitol Hill  
Providence, Rhode Island 02908

Project: Exterior Building-Envelope Repairs at the Benjamin Rush State Office Building #55, 35 Howard Avenue, Cranston, Rhode Island 02920 and the Louis Pasteur State Office Building #57, 25 Howard Avenue, Cranston, Rhode Island 02920.

Submitted By: **E. W. BURMAN, INC.**  
(include Bidder's  
address, tel. & FAX  
nos., and License no.  
if applicable)

**33 Vermont Avenue, Warwick, RI 02888**  
**738-5400 (p) 737-2650 (f) 10484 (license no.)**

1. BID:

- A. Having examined the Place of the Work and all matters referred to in the "Instructions to Bidders" and "Supplementary Instructions to Bidders", and in the Contract Documents prepared by the Architect, Castellucci, Galli Corporation, for the above mentioned project, we the undersigned, hereby propose to enter into Contract to perform the Work of the **applicable** Bid Package for the contract price specified below, as selected by the Owner, subject to additions and deductions in accordance with the terms of these Contract Documents. **NOTE:** The Owner reserves the option to award the contract to more than one (1) contractor. Award shall be partially based on availability of funds. Work at one (1) building may be eliminated from the scope of work. Owner reserves the option to select any bid price for both buildings, whichever the Owner feels best serves the Owner's interest.

2.1 BID PRICES for Benjamin Rush Building:

- A. Contract Price to provide the new slate roof assembly and all other incidental work:  
**NINE HUNDRED NINETY-TWO THOUSAND**  
**SEVEN HUNDRED FIFTY** Dollars (\$ **992,750** )  
(written, and numerically)
- B. Contract Price to provide the asphalt-shingled roofing assembly and all other incidental work:  
**NINE HUNDRED FORTY-TWO THOUSAND**  
**SEVEN HUNDRED FIFTY** Dollars (\$ **942,750** )  
(written, and numerically)
- C. Contract Price to provide the slate roof assembly at roof surfaces located at the front of building (facing Howard Avenue) and the asphalt-shingled roofing assembly at roof surfaces located at the rear of building, and all other incidental work:  
**NINE HUNDRED SIXTY-SEVEN THOUSAND**  
**SEVEN HUNDRED FIFTY** Dollars (\$ **967,750** )  
(written, and numerically)

2.2 BID PRICES for Louis Pasteur Building:

- A. Contract Price to provide the new slate roof assembly and all other incidental work:  
**ONE MILLION FIVE HUNDRED TWENTY-ONE THOUSAND**  
**NINE HUNDRED** Dollars (\$ **1,521,900** )  
(written, and numerically)
- B. Contract Price to provide the asphalt-shingled roofing assembly and all other incidental work:

Re-roofing/Bldg. Envelope Repairs  
Rush/Pasteur Buildings – 11-13  
December, 2011

PART OF ADDENDUM NO. 3  
00300-2(REVISED)

ONE MILLION FOUR HUNDRED TWENTY-FIVE THOUSAND  
NINE HUNDRED Dollars (\$ 1,425,900)  
(written, and numerically)

- C. Contract Price to provide the slate roof assembly at roof surfaces located at the front of building (facing Howard Avenue) and the asphalt-shingled roofing assembly at roof surfaces located at the rear of building, and all other incidental work:

ONE MILLION FOUR HUNDRED SEVENTY-FOUR THOUSAND  
FOUR HUNDRED Dollars (\$ 1,474,400)  
(written, and numerically)

2.3 BID PRICES for Benjamin Rush and Louis Pasteur Buildings:

- A. Contract Price to provide the new slate roof assembly and all other incidental work:

TWO MILLION FIVE HUNDRED FOURTEEN THOUSAND  
SIX HUNDRED FIFTY Dollars (\$ 2,514,650)  
(written, and numerically)

- B. Contract Price to provide the asphalt-shingled roofing assembly and all other incidental work:

TWO MILLION THREE HUNDRED SIXTY-EIGHT THOUSAND  
SIX HUNDRED FIFTY Dollars (\$ 2,368,650)  
(written, and numerically)

- C. Contract Price to provide the slate roof assembly at roof surfaces located at the front of building (facing Howard Avenue) and the asphalt-shingled roofing assembly at roof surfaces located at the rear of building, and all other incidental work:

TWO MILLION FOUR HUNDRED FORTY-TWO THOUSAND  
ONE HUNDRED FIFTY Dollars (\$ 2,442,150)  
(written, and numerically)

3. ALLOWANCES: We have included the following Project Allowances from Division 1, Section 01020 of the Project Manual in each of the above:

A. Testing Allowance:	\$ 9,500.00 Per building
B. Roof Drain Camera Inspection Allowance:	\$15,500.00 Per building
C. Hazardous Materials Procedures Allowance:	\$32,000.00 Per building
D. Infrared Roof Scan Allowance:	\$ 7,500.00 Per building
E. Drain Line Repair Allowance:	\$12,500.00 Per building

4. BID ALTERNATES:

- A. We propose to modify the above Bid Prices by the following amounts, as identified in Section 01100, Alternates herein and as may be selected by the Owner.

BID ALTERNATE NO. 1BR: (Relative to the Benjamin Rush Building)

Deduct from Bid Price "A", "B", or "C", the cost to provide new backer rod and sealants from the perimeter of all window units and door frames located below the highest existing stone cornice assembly of the applicable roof area. Deduct ten (10) days from the timeframe to achieve Substantial Completion of the work. Do NOT eliminate any of the allowance monies.

DEDUCT: \$ 20,610



Re-roofing/Bldg. Envelope Repairs  
Rush/Pasteur Buildings – 11-13  
December, 2011

PART OF ADDENDUM NO. 3  
00300-3(REVISED)

BID ALTERNATE NO. 1LP: (Relative to the Louis Pasteur Building)

Deduct from Bid Price "A", "B", or "C", the cost to provide new backer rod and sealants from the perimeter of all window units and door frames located below the highest existing stone cornice assembly of the applicable roof area. Deduct ten (10) days from the timeframe to achieve Substantial Completion of the work. Do NOT eliminate any of the allowance monies.

DEDUCT: \$ 40,640

BID ALTERNATE NO. 1BR/LP: (Relative to the Benjamin Rush Bldg. & the Louis Pasteur Bldg.)

Deduct from Bid Price "A", "B", or "C", the cost to provide new backer rod and sealants from the perimeter of all window units and door frames located below the highest existing stone cornice assembly of the applicable roof area. Deduct twenty (20) days from the timeframe to achieve Substantial Completion of the work. Do NOT eliminate any of the allowance monies.

DEDUCT: \$ 61,250

5. UNIT PRICES:

- A. Contractor's Unit Price Note: The following Unit Prices are intended to provide the Owner with predetermined prices should changes to the Base Bid Contract be required. The Owner reserves the right to include any Unit Price Item for adding or deleting work. The Contractor agrees to modify the applicable Bid Price by the shown amount. The prices herein established, include the net cost plus overhead and profit.

- 1). Add to or deduct from the applicable Bid Price, the cost to point existing mortar joints in accordance with the Contract Documents:

ALLOW: \$ 19.50 /sq. ft.  
ALLOW: \$ 9.00 /L.F.

- 2). Add to or deduct from the applicable Bid Price, the cost to wash and waterproof existing masonry in accordance with the Contract Documents.

ALLOW: \$ 3.50 /sq. ft.

- 3). Add to or deduct from the applicable Bid Price, the cost to provide caulking and sealants in accordance with the Contract Documents.

ALLOW: \$ 105.00 /window unit  
ALLOW: \$ 36.00 /sq. ft.  
ALLOW: \$ 9.00 /L.F.

- 4). Add to or deduct from the applicable Bid Price, the cost to provide Bird Control Device in accordance with the Contract Documents.

ALLOW: \$ 14.70 /L.F.

- 5). Deduct from the Base Bid Price, the cost to provide all "winter conditions" costs. Winter conditions cost shall include the months November through March.

ALLOW: \$ 0 for BR or LP Bldgs.  
ALLOW: \$ 0 for both Bldgs.

6. ACCEPTANCE:

- A. This Bid shall be irrevocably open to acceptance for 60 days from the Bid closing date. If this Bid is accepted by the Owner within 60 days, we will:

- 1.) Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the "Invitation to Bid" and "Supplementary Instructions to Bidders".
- 2.) Furnish the required bonds in compliance with amended provisions of the "Instructions to Bid".
- 3.) Commence Work within fourteen (14) days after receipt of a Purchase Order.

Re-roofing/Bldg. Envelope Repairs  
Rush/Pasteur Buildings – 11-13  
December, 2011

**PART OF ADDENDUM NO. 3**  
**00300-4(REVISED)**

- B. If this Bid is accepted within sixty (60) days, and we fail to commence the Work, or we fail to provide the required bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the value of the security deposit, or of the difference between this Bid and the Bid upon which the Contract is signed.
- C. In the event our Bid is not accepted within sixty (60) days, the required security deposit shall be returned to the undersigned, in compliance with the provisions of the "Instructions to Bidders", unless a mutually satisfactory arrangement is made in writing for its retention and validity for an extended period of time.

**7 CONTRACT TIME:**

- A. **Relative to the Benjamin Rush Building or the Louis Pasteur Building, if either Bid is accepted, separate of the other,** we will achieve Substantial Completion of the work in **sixty (60)** calendar days from receipt of a Purchase Order. Final completion of the work shall be **thirty (30)** calendar days, thereafter. Total contract time shall be **ninety (90)** calendar days. NOTE: In addition to Liquidated Damages to the Owner, the Contractor shall reimburse the Architect at \$175.00/hour for any and all time expended in connection with Construction Administration of the project subsequent to the expiration of the total contract time, unless otherwise agreed by the owner, Contractor and Architect during the Construction Phase.
- B. **Relative to the Benjamin Rush Building and the Louis Pasteur Buildings as one Bid Package, if the Bid is accepted,** we will achieve Substantial Completion of the work in **ninety (90)** calendar days from receipt of a Purchase Order. Final completion of the work shall be **thirty (30)** calendar days, thereafter. Total contract time shall be **one hundred twenty (120)** calendar days. NOTE: In addition to Liquidated Damages to the Owner, the Contractor shall reimburse the Architect at \$175.00/hour for any and all time expended in connection with Construction Administration of the project subsequent to the expiration of the total contract time, unless otherwise agreed by the owner, Contractor and Architect during the Construction Phase.

- C. Liquidated Damages, In as much as Time is of the Essence:

If we fail to achieve certification of Substantial Completion at the expiration of the agreed upon Contract Time indicated above, we acknowledge we will be assessed Liquidated Damages for each calendar day the project continues to be in default of Substantial Completion as follows:

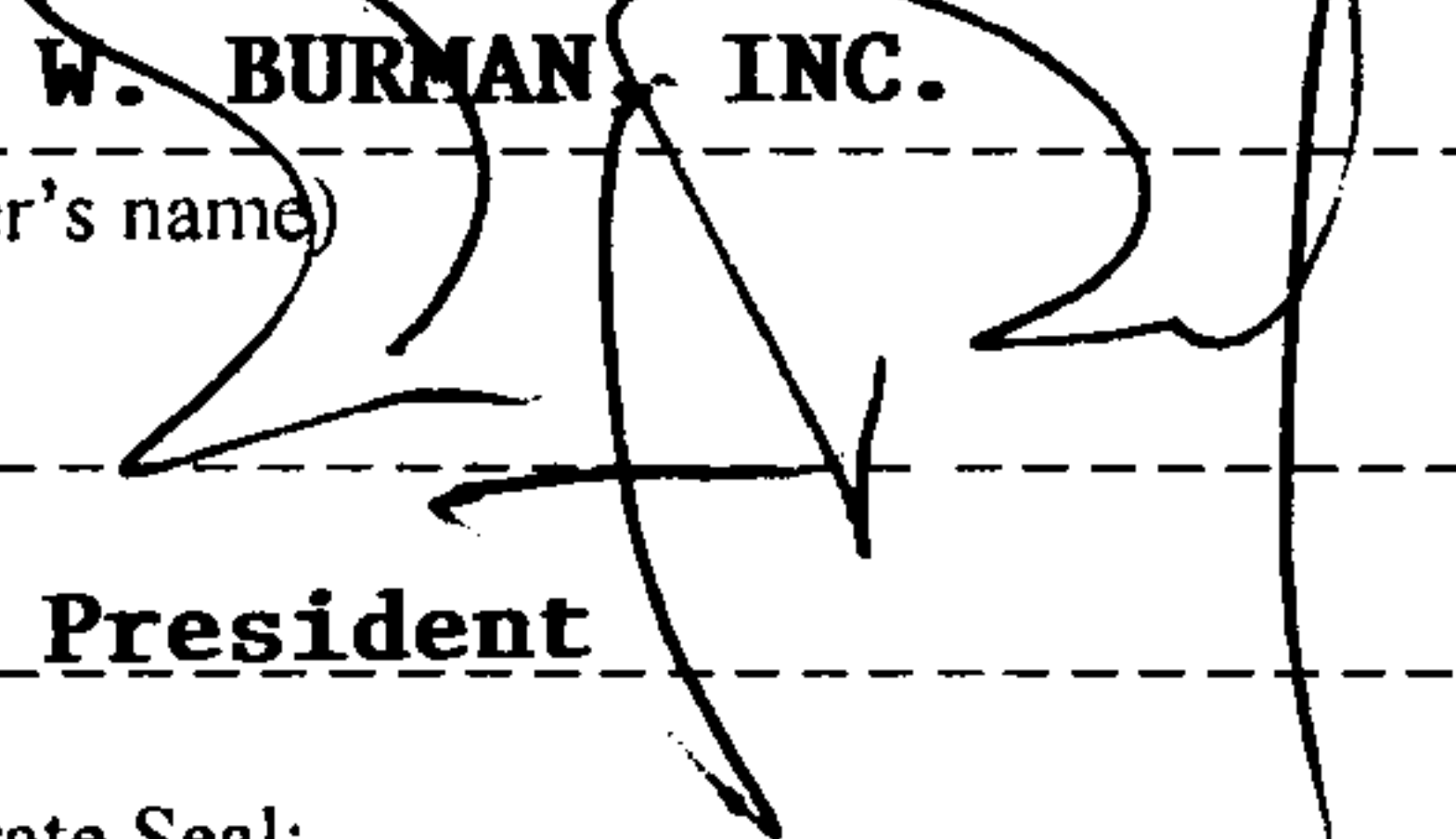
\$400.00 per calendar day.

**8. ADDENDA:**

- A. The following Addenda have been received. The noted modifications to the Bid Documents have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated 9-10-12  
Addendum No. 2, dated 9-10-12  
Addendum No. 3, dated 9-11-12 etc.

**9. BID FORM SIGNATURES:**

**E. W. BURMAN, INC.**  
(Bidder's name)  
By:   
Title: **President**  
Corporate Seal:

**Edward W. Burman, Jr.**

END OF DOCUMENT



# THE AMERICAN INSTITUTE OF ARCHITECTS



A 1A Document A 3 1 0

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we E. W. Burman, Inc.  
33 Vermont Avenue, Warwick, Rhode Island 02888

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America  
350 Granite Street, Suite 1201, Braintree, MA 02184-3905

a corporation duly organized under the laws of the State of CT  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
RHODE ISLAND DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASES

as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the amount  
of the accompanying bid Dollars (\$ 5% of Bid ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has submitted a bid for RFQ#7457976  
RE-ROOFING & EXTERIOR BUILDING-ENVELOPE REPAIRS @ BENJAMIN RUSH STATE OFFICE BUILDING,  
BUILDING NO. 55, 35 HOWARD AVENUE, CRANSTON, RHODE ISLAND 02920

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding  
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty  
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract  
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain  
in full force and effect.

Signed and sealed this 24th day of September 2012

Ann M. Saccoccio  
(Witness)

E. W. Burman, Inc.  
(Principal) (Seal)

Phyllis A. Nigris  
(Title)

Travelers Casualty and Surety Company of America  
(Surety) (Seal)

Denise F. Levesque  
(Witness)

Phyllis A. Nigris  
Phyllis A. Nigris, Attorney-in-Fact (Title) Attorney-in-Fact





## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 223141

Certificate No. 004980307

**KNOW ALL MEN BY THESE PRESENTS:** That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

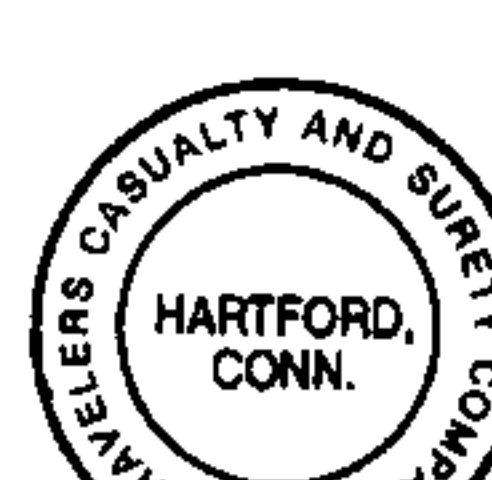
Michael E. Bromage, James J. Bromage, and Phyllis A. Nigris

of the City of Cranston, State of Rhode Island, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of July, 2012.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



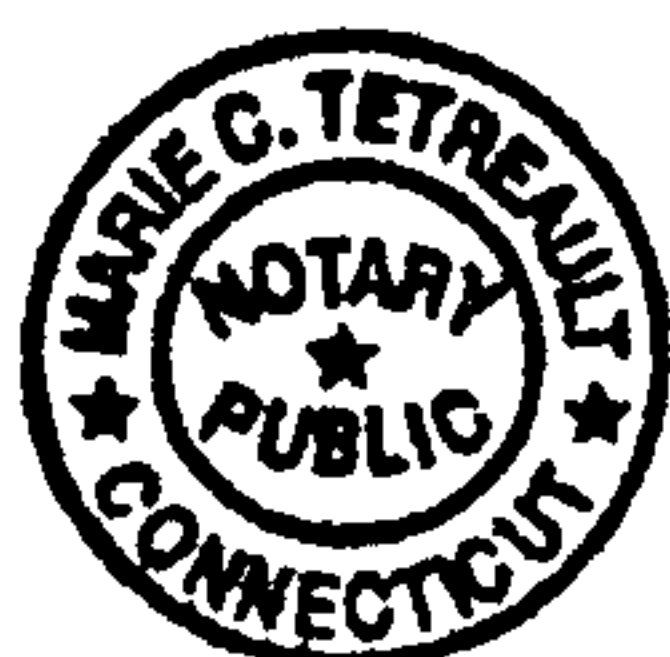
State of Connecticut  
 City of Hartford ss.

By:

*George W. Thompson*  
 George W. Thompson, Senior Vice President

On this the 27th day of July, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2016.



*Marie C. Tetreault*  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is


**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of September, 2012.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



# THE AMERICAN INSTITUTE OF ARCHITECTS



A 1A Document A 3 1 0

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we E. W. Burman, Inc.  
33 Vermont Avenue, Warwick, Rhode Island 02888

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America  
350 Granite Street, Suite 1201, Braintree, MA 02184-3905

a corporation duly organized under the laws of the State of CT  
as Surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_  
RHODE ISLAND DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASES

as Oblige, hereinafter called the Oblige, in the sum of Five Percent (5%) of the amount  
of the accompanying bid Dollars (\$ 5% of Bid \_\_\_\_\_),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has submitted a bid for RFQ#7457976  
RE-ROOFING & EXTERIOR BUILDING-ENVELOPE REPAIRS @ LOUIS PASTEUR STATE OFFICE BUILDING,  
BUILDING 57, 25 HOWARD AVENUE, CRANSTON, RHODE ISLAND 02920

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding  
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty  
hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract  
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain  
in full force and effect.

Signed and sealed this 24th day of September 2012

Ann M. Saccoccia (Witness)  
E. W. Burman, Inc. (Principal) (Seal)  
Paula (Title)

Denise F. Loresque (Witness)  
Travelers Casualty and Surety Company of America (Surety) (Seal)

Phyllis A. Nigri (Title) Attorney-in-Fact  
Phyllis A. Nigri Attorney-in-Fact



# POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223141

Certificate No. 004980306

**KNOW ALL MEN BY THESE PRESENTS:** That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

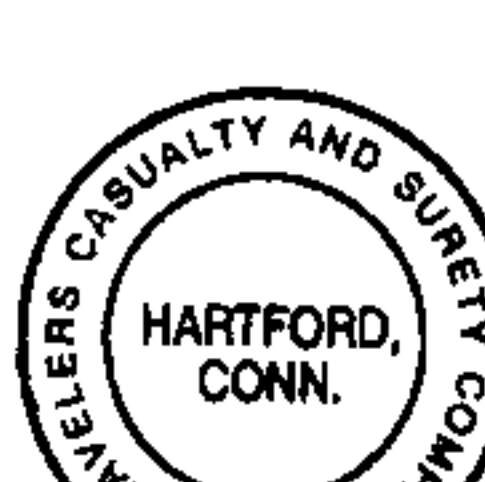
Michael E. Bromage, James J. Bromage, and Phyllis A. Nigris

of the City of Cranston, State of Rhode Island, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of July, 2012.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

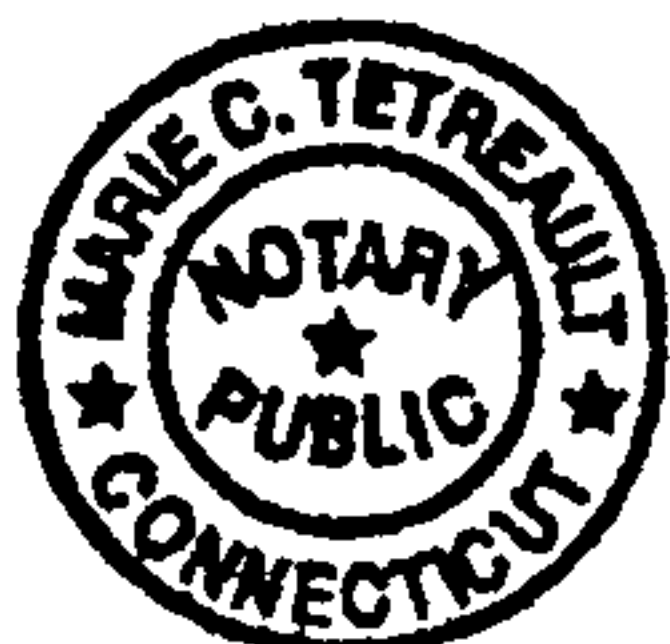


State of Connecticut  
City of Hartford ss.

By: George W. Thompson  
George W. Thompson, Senior Vice President

On this the 27th day of July, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault  
Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

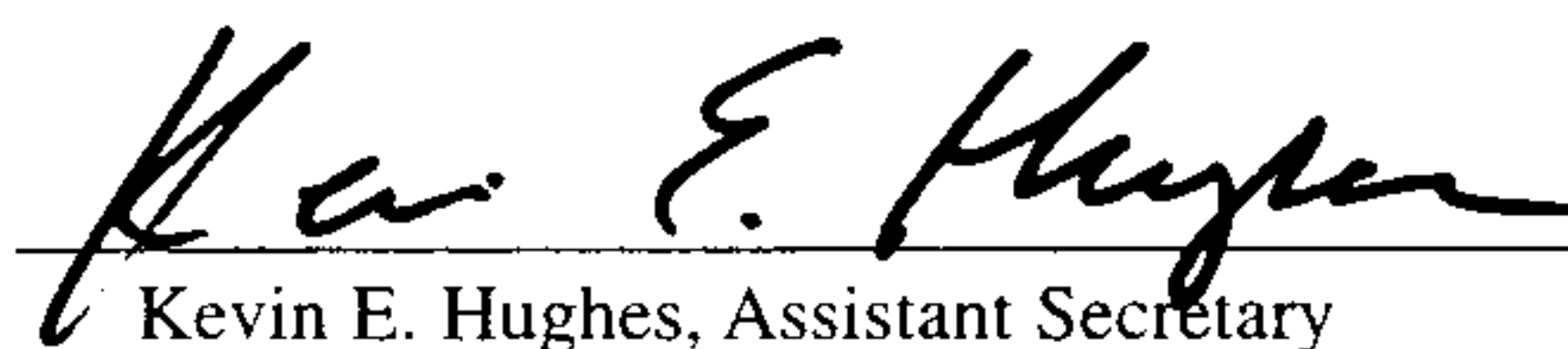
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of September, 20 12

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



AIA Document A305

# Contractor's Qualification Statement

## 1986 EDITION

*This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.*

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: **The RI Department of Administration - Division of Purchases**  
ADDRESS: **One Capitol Hill, Providence, RI 02908**

SUBMITTED BY: **Edward W. Burman, Jr.** Corporation ☒  
NAME: **E. W. BURMAN, INC.** Partnership ☐  
ADDRESS: **33 Vermont Avenue, Warwick, RI 02888** Individual ☐  
PRINCIPAL OFFICE: Joint Venture ☐  
Other ☐

NAME OF PROJECT (if applicable): **Exterior Building Envelope Repairs at the Benjamin Rush State Office Building #55, 35 Howard Avenue Cranston, RI and the Louis Pasteur State Office Building #57 25 Howard Avenue, Cranston, RI**

TYPE OF WORK (file separate form for each Classification of Work):

☒ General Construction ☐ HVAC  
☐ Plumbing ☐ Electrical  
☐ Other \_\_\_\_\_  
(please specify)

Copyright 1964, 1969, 1979, ©1986 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.



## 1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? **Forty Eight**

1.2 How many years has your organization been in business under its present business name? **Forty Eight**

1.2.1 Under what other or former names has your organization operated? **None**

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: **September 1964**

1.3.2 State of incorporation: **Rhode Island**

1.3.3 President's name: **Edward W. Burman, Jr.**

1.3.4 Vice-president's name(s):

1.3.5 Secretary's name: **Thomas M. Burman**

1.3.6 Treasurer's name: **Paul F. Burman**

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of partnership (if applicable):

1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

1.5.2 Name of owner:

- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## **2. LICENSING**

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

**RI Contractor's License Number 10484**

**MA Contractor's License Number CS035052**

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

**Rhode Island  
Massachusetts  
Connecticut**

## **3. EXPERIENCE**

- 3.1 List the categories of work that your organization normally performs with its own forces.

**Concrete, Rough Carpentry and Finish Carpentry**

- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

**No**

- 3.2.1 Has your organization ever failed to complete any work awarded to it?

**No**

- 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

- 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

**No**

- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)



- 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract:

**\$18,000,000.00**

- 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1 State average annual amount of construction work performed during the past five years:

**\$30,000,000.00**

- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

#### **4. REFERENCES**

4.1 Trade References:

**Phalanx Engineering Inc.  
110A Byfield Street  
Warwick, RI 02888  
Attention: Michael Drummond  
921-4996**

**Izzo Electric & Son, Inc.  
22 Minnesota Avenue  
Warwick, RI 02888  
Attention: Joe Izzo  
941-9900**

**Kamco Supply Corporation  
37 Armflex Drive  
Cranston, RI 02921  
Attention: Mark Misto  
463-9100**

**Ruggieri Flooring Inc.  
1191 Pontiac Avenue  
Cranston, RI 02920  
Attention: Ralph Ruggieri  
463-5266**

4.2 Bank References:

**Russell W. Hahn  
Executive Vice President  
Washington Trust Company  
10 Weybosset Street  
Suite 100  
Providence, RI 02903  
654-4841**

4.3 Surety:

4.3.1 Name of bonding company:

**Travelers Casualty and Surety Company  
of America  
300 Crown Colony Drive  
Quincy, MA 02169**

4.3.2 Name and address of agent:

**Cormack-Routhier Agency, Inc.  
One Harry Street  
Cranston, RI 02907  
Attn: Michael Bromage**

## 5. FINANCING

### 5.1 Financial Statement.

#### 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

#### 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

**John W. Clegg & Company, 1130 Ten Rod Road, Suite F-201**

**North Kingstown, RI 02852 Phone 294-9555**

#### 5.1.3 Is the attached financial statement for the identical organization named on page one?

#### 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

### 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?



6. SIGNATURE

6.1 Dated at this **September** ~~xx~~ **24th** day of **2012**

Name of Organization: **E. W. BURMAN, INC.**

By:

  
\_\_\_\_\_  
**Edward W. Burman, Jr.**

Title: **President**

6.2

**Mr. Edward W. Burman, Jr.** being  
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be  
misleading.

Subscribed and sworn before me this **24th** day of **September** **2012**

Notary Public:

  
\_\_\_\_\_  
**Ann M. Saccoccia**

My Commission Expires: **July 14, 2013**